

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON**

IN THE MATTER OF:

Authorizing an interlocal agreement between
Cowlitz County and Lewis County for
reimbursable work performed by Lewis
County Public Works for Cowlitz County

RESOLUTION NO. 14- 227

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, allows, "local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage"; and

WHEREAS, Cowlitz County has requested an Interlocal Agreement and Reimbursable Work Order to authorize Lewis County forces to apply striping on a maximum of 150 lane miles of roadway; and

WHEREAS, it appears to be in the best public interest to authorize the execution of the Interlocal Agreement for the work; and

WHEREAS, the work is to be accomplished only if it does not interfere with the Lewis County Traffic Services Division's regular schedule and will be completed on or before December 31, 2014 or the agreement will lapse.

NOW, THEREFORE BE IT RESOLVED that the Interlocal Agreement in the amount of \$10,033.00 plus an administrative fee of \$500.00 for striping work done by Lewis County forces for Cowlitz County is hereby approved and the Board of County Commissioners is authorized to sign the same.

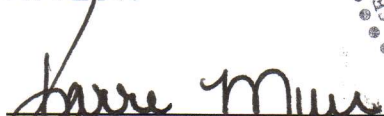
DONE IN OPEN SESSION this 4th day of August, 2014.

APPROVED AS TO FORM:

Jonathan L. Meyer, Prosecuting Attorney

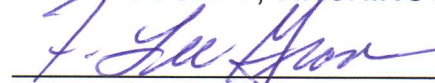

By: Civil Deputy

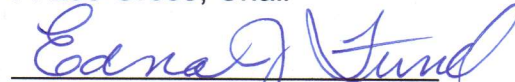
ATTEST:

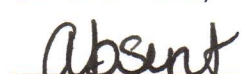

Karri Muir, CMC, Clerk of the Board
of County Commissioners



**BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**


F. Lee Grose, Chair


Edna J. Fund, Vice Chair


P.W. Schulte, Commissioner

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into pursuant to authority of R.C.W. 39.34.080 and in conformance with R.C.W. 43.09.210, this 4th day of August, 2014, by and between LEWIS COUNTY, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County", and COWLITZ COUNTY, a municipal corporation, hereinafter referred to as the "Municipality", WITNESSETH:

IT IS HEREBY COVENANTED AND AGREED as follows:

1. The Municipality requests that the County perform the work listed below at a time and in a manner convenient to the County and hereby guarantees reimbursement to the County for all work done. The County will provide all necessary labor and material as requested and all work incidental to striping various roads and streets in the Municipality, per the attached Estimate for Reimbursable Work.
2. The Municipality hereby agrees to reimburse the Public Works Department of the County for all work done, based upon the actual cost of labor, equipment, materials used, and administrative services associated with the maintenance work involved.
3. The Municipality certifies and warrants that it has the legal authority to accomplish this work with its own forces at the locations herein specified but in fact has insufficient manpower/equipment to accomplish this work.
4. It is understood and agreed that all reimbursable work, as provided for hereto, shall be accomplished only and if such work does not interrupt or interfere with the County Traffic Services Division's regular schedule, and should such reimbursable work not be accomplished prior to December 31, 2014, any and all obligation to provide same shall terminate.
5. It is understood and agreed between the parties hereto that the Municipality agrees to protect, defend, indemnify and hold harmless the County, its commissioners, agents, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of this Agreement by the County, except insofar as any obligation or responsibility is imposed upon the County by statute.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Approved this 29th day of July, 2014
BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

Michael A. Karnofski
Michael A. Karnofski, Chairman

James R. Misner
James R. Misner, Commissioner

Dennis P. Weber
Dennis P. Weber, Commissioner

ATTEST:

Tiffany Ostreim
Tiffany Ostreim, Clerk of the Board

APPROVED AS TO FORM:

[Signature]
Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

F. Lee Grose
F. Lee Grose, Chairman

Edna J. Fund
Edna J. Fund, Vice Chairman

Absent
P.W. Schulte, Member

ATTEST:

Karri Muir
Karri Muir, Clerk of the Board

APPROVED AS TO FORM:

Jonathan L. Meyer, Prosecuting Attorney

[Signature]
By: Civil Deputy



COWLITZ COUNTY			2014	
STRIPING				
EXPENCE ESTIMATE				
2014				
<u>EQUIPMENT:</u>				
		<u>hrs.</u>	<u>x Rate</u>	<u>TOTAL</u>
T-76	Striperx12x3 days	36	\$119.00	4,284.00
14-305	PICKUPX2HRX3DAYS	6	\$14.00	84.00
14-111	PICKUPX4HRX3DAYS	8	\$14.00	112.00
<u>LABOR:</u>				
3@ TCS III	OPERATORS 12x3x3days	108	43.31	4,677.48
TC Supervisor	3x3days	9	55.28	497.52
<u>PER DIEM</u>				
	Rate = \$42/day/person		\$42x3x3days	378.00
<u>ADMIN./MISC COSTS:</u>				
			GRAND TOTAL:	10,033.00
				10,033.00